

REMARKS

Reconsideration of the present application as amended is respectfully requested. Claims 1, 4, 8, 12, 15, 17, 19, 20, 32, 38, 39, 41, 43, 46-49, 53, 57, 61, 62, 80, 103, 110-118, 120-122, and 125 have been amended. Support for the amendments to the claims can be found at at least page 6, line 13 to page 8, line 3 of the application as originally filed. Claim 119 has been canceled. Claims 1-10, 12-39, 41, 43-84, 87, 90, 103-107, 110-118, and 120-133 are currently pending.

Claims 1, 2, 22, 31, 32, 44, 56-60, 65, 71, 73, 80-84, 87, 115, 118, 128, 132, and 133 stand rejected under 35 U.S.C. 102(b) as being anticipated by U.S. Patent No. 5,832,463 to Funk ("Funk"). Funk is directed to a system and method for "checkless" check transaction. The method described by Funk includes obtaining a check amount as written on a check, passing the check through a MICR reader to read checking account information preprinted on the check, and capturing an image of the face of the check including the account owner's signature. The method described by Funk further includes transmitting the checking account information, check amount, and the check image to a checkless transaction system which performs an electronic settlement and post.

Independent claim 1 has been amended to include "means for presenting an authorization agreement to a customer, the authorization agreement authorizing the document to be processed in accordance with an automated account clearing process." Applicant respectfully submits that Funk fails to teach or suggest at least this feature of independent claim 1 as amended. Although column 4, lines 23-27 of Funk describes that a known method of electronic post and settlement is that of automated clearing house, primarily used for payroll direct deposits, Funk fails to describe how the required authorization for automated clearing house handling was obtained. There is no teaching or suggestion in Funk of a document scanner located at the site of a customer transaction which includes means for presenting an authorization agreement to a customer which is authorized before a particular document is processed by an automated account clearing process. As described in page 6, lines 23-25 of the application, an automated clearing house agreement allows, for example, a bank to debit a customer's account through an automated clearing house method and then credit an account owned by a retail store. As is known in the art, such an authorization agreement must be in place before document processing can occur between at the automated clearing house. Funk

apparently presupposes the existence of an authorization agreement for automated clearing house processing.

An advantage provided by the invention of independent claim 1 is that a customer may pick and choose when to allow an automated clearing house to process a document associated with a particular transaction by allowing the customer to authorize an agreement at the point-of-sale. For example, a customer who wishes to make a payment using a check at a point-of-sale location may choose at that time at the point-of-sale location to allow the check to be processed by an automated clearing house. An agreement may then be presented to the customer at the point-of-sale so that the agreement may be authorized by the customer to allow the check to be processed by the automated clearing house. Alternately, if the customer does not wish to allow the check to be processed by the automated clearing house, the customer can choose to not authorize the agreement and the check will be processed by other means.

Another advantage provided by the invention of independent claim 1 is that a merchant can choose to take advantage of an automated clearing house on an individual transaction basis with respect to customers who do not have an existing authorization agreement with the automated clearing house. For example, a merchant may choose to not allow payment by check for a particular transaction unless the customer agrees to authorize processing of the check by the automated clearing house so as to insure that adequate funds are available to pay for the transaction.

Applicant respectfully submits that Funk contains no teaching or suggestion of a document scanner located at a site of a customer transaction including a means of presenting an authorization agreement to a customer which authorizes a document to be processed in accordance with an automated account clearing process. For at least the foregoing reasons, Applicant respectfully submits that independent claim 1 distinguishes over Funk and requests that the 35 U.S.C. 102(b) rejection of independent claim 1 be withdrawn.

Independent claim 32 has been amended to include the feature of “presenting an authorization agreement to a customer, the authorization agreement authorizing the document to be processed in accordance with an automated account clearing process.” Independent claim 57 has been amended to include the feature of “means for presenting an authorization agreement to

a customer, the authorization agreement authorizing a check to be processed in accordance with an automated account clearing process.” Independent claim 80 has been amended to include the feature of “presenting an authorization agreement to a customer, the authorization agreement authorizing a check to be processed in accordance with an automated account clearing process.” Independent claim 115 has been amended to include the feature of “presenting an authorization agreement to a customer, the authorization agreement authorizing a document to be processed in accordance with an automated account clearing process when executed by the customer.” Independent claim 118 has been amended to include the features of “means for presenting an authorization agreement to the customer, the authorization agreement authorizing the check used for the purchase to be processed in accordance with an automated account clearing process” and “means for customer authorizing of the authorization agreement for the check used for the purchase to be processed in accordance with the automated check clearing process.” For similar reasons as those discussed with respect to independent claim 1, Applicant respectfully submits that independent claims 32, 57, 80, 115 and 118 distinguish over Funk and requests that the 35 U.S.C. 102(b) rejection of independent claim 118 be withdrawn.

Claims 2, 22, 31, 44, 56, 58-60, 65, 71, 73, 81-84, 87, 128, and 132-133 are dependent upon and include the features of their respective independent claims 1, 32, 57, 80, and 118. For at least the reasons discussed with respect to independent claims 1, 32, 57, 80, and 118, Applicant respectfully submits that claims 2, 22, 31, 44, 56, 58-60, 65, 71, 73, 81-84, 87, 128, and 132-133 also distinguish over Funk and requests that the 35 U.S.C. 102(b) rejection of claims 2, 22, 31, 44, 56, 58-60, 65, 71, 73, 81-84, 87, 128, and 132-133 be withdrawn.

Claims 3, 4, 7, 8, 15, 16, 21, 35-37, 41, 48, 49, 61-64, 120, 121, 125, and 127 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Funk in view of U.S. Patent No. 6,547,132 to Templeton et al. (“Templeton”). Templeton describes a point-of-sale terminal having a printer for printing information, such as payee and amount information, on checks placed in a slot of the terminal. Claims 3, 4, 7, 8, 15, 16, 21, 35-37, 41, 48, 49, 61-64, 120, 121, 125, and 127 are dependent upon and include the features of their respective independent claims 1, 32, 57, and 118. As previously discussed, Funk fails to teach or suggest at least the aforementioned features of independent claims 1, 32, 57, and 118. Applicant respectfully submits that Templeton also fails to teach or suggest these features. For at least the foregoing reasons, Applicant respectfully submits that claims 3, 4, 7, 8, 15, 16, 21, 35-37, 41, 48, 49, 61-

64, 120, 121, 125, and 127 distinguish over Funk in view of Templeton and requests that the 35 U.S.C. 103(a) rejection of claims 3, 4, 7, 8, 15, 16, 21, 35-37, 41, 48, 49, 61-64, 120, 121, 125, and 127 be withdrawn.

Claims 5, 6, 9, 10, 38, 39, and 43 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Funk as modified by Templeton as applied to claims 3, 4, and 7, above, and further in view of U.S. Patent No. 5,175,682 to Higashiyama et al. ("Higashiyama").

Higashiyama describes a method for processing checks which includes placing a check in a printer and printing validation information on the check which indicates that the check may be considered "canceled." Claims 5, 6, 9, 10, 38, 39, and 43 are dependent upon and include the features of their respective independent claims 1 and 32. As previously discussed, Funk and Templeton fail to teach or suggest the aforementioned features of independent claims 1 and 32. Applicant respectfully submits that Higashiyama also fails to teach or suggest these features. For at least the foregoing reasons, Applicant respectfully submits that claims 5, 6, 9, 10, 38, 39, and 43 distinguish over Funk as modified by Templeton and further in view of Higashiyama and requests that the 35 U.S.C. 103(a) rejection of claims 5, 6, 9, 10, 38, 39, and 43 be withdrawn.

Claims 12, 23, 24, 45, 47, 122, and 123 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Funk in view of Templeton. Claims 12, 23, 24, 45, 47, 122, and 123 are dependent upon and include the features of their respective independent claims 1, 32, and 118. As discussed with respect to claims 3, 4, 7, 8, 15, 16, 21, 35-37, 41, 48, 49, 61-64, 120, 121, 125, and 127, Funk in view of Templeton fails to teach or suggest the features of independent claims 1, 32, and 118. Applicant respectfully submits that claims 12, 23, 24, 45, 47, 122, and 123 also distinguish over Funk in view of Templeton and requests that the 35 U.S.C. 103(a) rejection of claims 12, 23, 24, 45, 47, 122, and 123 be withdrawn.

Claims 13, 14, 46, 110, 113, and 124 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Funk as modified by Templeton and further in view of U.S. Patent No. 6,193,152 to Fernando et al. ("Fernando"). Fernando describes a point of transaction payment system including a signature pad device coupled to a host system via a communications link. Claims 13, 14, 46 and 124 are dependent upon and include the features of their respective independent claims 1, 32, and 118. As previously discussed, Funk in view of Templeton fails to teach or suggest the aforementioned features of independent claims 1, 32, and 118. Applicant

respectfully submits that Fernando also fails to teach or suggest these features. For at least these reasons, Applicant respectfully submits that claims 13, 14, 46 and 124 distinguish over Funk as modified by Templeton and further in view of Fernando and requests that the 35 U.S.C. 103(a) rejection of claims 13, 14, 46 and 124 be withdrawn.

Independent claim 110 has been amended to include the feature of “a video screen for displaying an authorization agreement to a customer, the authorization agreement authorizing a document to be processed in accordance with an automated account clearing process.” Independent claim 113 has been amended to include the feature of “displaying the authorization agreement to the customer on a video screen, the authorization agreement authorizing a document to be processed in accordance with an automated account clearing process when executed by the customer.” For similar reasons as those discussed with respect to claims 13, 14, 46 and 124, Applicant respectfully submits that independent claims 110 and 113 distinguish over Funk as modified by Templeton and further in view of Fernando and requests that the 35 U.S.C. 103(a) rejection of independent claims 110 and 113 be withdrawn.

Claims 17, 18, 33, 34, 50, 51, 111, 112, 114, and 126 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Funk in view of Higashiyama. Claims 17, 18, 33, 34, 50, 51, and 126 are dependent upon and include the features of independent claims 1, 32, and 118. As discussed with respect to independent claims 1, 32, and 118, Funk fails to teach or suggest the aforementioned features of independent claims 1, 32, and 118. As discussed with respect to claims 5, 6, 9, 10, 38, 39, and 43, Higashiyama also fails to teach or suggest these features. For at least the foregoing reasons, Applicant respectfully submits that claims 17, 18, 33, 34, 50, 51, and 126 distinguish over Funk in view of Higashiyama and requests that the 35 U.S.C. 103(a) rejection of claims 17, 18, 33, 34, 50, 51, and 126 be withdrawn.

Independent claim 111 has been amended to include the features of “means for presenting an authorization agreement to a customer, the authorization agreement authorizing a document to be processed in accordance with an automated account clearing process” and “means for customer authorizing the authorization agreement for the document to be processed in accordance with the automated account clearing process.” Independent claim 112 is directed to a method of processing a document at the site of a customer transaction and has been amended to include the feature of “presenting an authorization agreement to a customer, the

authorization agreement authorizing a document to be processed in accordance with an automated account clearing process when executed by the customer.” Independent claim 114 has been amended to include the feature of “presenting an authorization agreement to a customer, the authorization agreement authorizing a document to be processed in accordance with an automated account clearing process when executed by the customer.” For similar reasons as those discussed with respect to claims 17, 18, 33, 34, 50, 51, and 126, Applicant respectfully submits that independent claims 111, 112, and 114 distinguish over Funk in view of Higashiyama and requests that the 35 U.S.C. 103(a) rejection of independent claims 111, 112, and 114 be withdrawn.

Claims 19 and 20 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Funk in view of Templeton. Claims 19 and 20 are dependent upon and include the features of independent claim 1. As discussed with respect to claims 3, 4, 7, 8, 15, 16, 21, 35-37, 41, 48, 49, 61-64, 120, 121, 125, and 127, Funk in view of Templeton fail to teach or suggest the aforementioned feature of independent claim 1. For at least these reasons, Applicant respectfully submits that claims 19 and 20 distinguish over Funk in view of Templeton and requests that the 35 U.S.C. 103(a) rejection of claims 19 and 20 be withdrawn.

Claims 25-30, 53-55, 66-70, 72, 74, 90, and 129-131 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Funk. Claims 25-30, 53-55, 66-70, 72, 74, 90, and 129-131 are dependent upon and include the features of their respective independent claim 1, 32, 57, 80, and 118. As previously discussed, Funk fails to teach or suggest the aforementioned features of independent claims 1, 32, 57, 80, and 118. For at least the reasons discussed with respect to independent claims 1, 32, 57, 80, and 118, Applicant respectfully submits that claims 25-30, 53-55, 66-70, 72, 74, 90, and 129-131 also distinguish over Funk and requests that the 35 U.S.C. 103(a) rejection of claims 25-30, 53-55, 66-70, 72, 74, 90, and 129-131 be withdrawn.

Claims 75, 78, and 79 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Funk. Independent claim 75 is directed to an automated check processing system including a “a document scanner adapted to obtain images of checks having a first side and a second side, the checks being fed into the document scanner, wherein the scanner has a mirror for receiving images of a first side of the checks, a single scanhead for receiving the reflected image from the mirror of the first side of the checks and obtaining an image of the second side of the checks, a

transport mechanism for moving the checks past the mirror and the single scanhead and for transporting the checks to and from the customer, and a controller coupled to the transport mechanism.” The Office Action acknowledges that Funk fails to teach or fairly suggest “wherein a scanner further comprises a single scanhead” and “wherein the image scanner comprises a mirror for receiving images of the document.” Official Notice is taken in the Office Action that “image scanners having a single scanhead are well known in the art” and that “document scanners/imagers having a mirror are well known in the art.” Applicant respectfully traverses the assertion of Official Notice made in the Office Action, as the Official Notice is not directed toward the invention of independent claim 75 as claimed. Independent claim 75 includes the feature of “wherein the scanner has a mirror for receiving images of a first side of the checks, a single scanhead for receiving the reflected image from the mirror of the first side of the checks and obtaining an image of the second side of the checks.” The Official Notice taken in the Office Action merely asserts that image scanners having a single scanhead and image scanners/imagers having a mirror are well known in the art, whereas independent claim 75 includes the feature of a single scanhead which both receives a reflected image from a mirror of a first side of checks, and obtains an image of a second side of checks. Applicant respectfully requests that evidence of the aforementioned feature of independent claim 75 as claimed being well known in the art be provided in the next Office Action. Applicant respectfully submits that independent claim 75 distinguishes over Funk and requests that the 35 U.S.C. 103(a) rejection of independent claim 75 be withdrawn.

Claims 78 and 79 are dependent upon and include the features of independent claim 75. For at least the reasons as discussed with respect to independent claim 75, Applicant respectfully submits that claims 78 and 79 distinguish over Funk and requests that the 35 U.S.C. 103(a) rejection of claims 78 and 79 be withdrawn.

Claims 76 and 77 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Funk in view of Templeton. Claims 76 and 77 are dependent upon and include the features of independent claim 75. As discussed with respect to independent claim 75, Funk fails to teach or suggest the features of independent claim 75. Applicant respectfully submits that Templeton also fails to teach or suggest these features. Applicant respectfully submits that claims 76 and 77 distinguish over Funk in view of Templeton and requests that the 35 U.S.C. 103(a) rejection of claims 76 and 77 be withdrawn.

Claims 103-107, 116, and 117 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Funk in view of Templeton. Independent claim 103 as amended is directed to an automated check processing system for accepting and processing checks from a customer including the features of “a printer adapted to print an authorization agreement on the checks, the authorization agreement authorizing processing of the checks in accordance with an automated check clearing process, and inscribe a transaction amount on the checks in response to a customer purchase”, and “means for customer authorizing the authorization agreement for the check to be processed in accordance with the automated account clearing process.” For similar reasons as those discussed with respect to claims 3, 4, 7, 8, 15, 16, 21, 35-37, 41, 48, 49, 61-64, 120, 121, 125, and 127, Applicant respectfully submits that independent claim 103 distinguishes over Funk in view of Templeton and requests that the 35 U.S.C. 103(a) rejection of independent claim 103 be withdrawn.

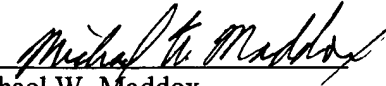
Claims 104-107 are dependent upon and include the features of independent claim 103. For at least the reasons as discussed with respect to independent claim 103, Applicant respectfully submits that claims 104-107 distinguish over Funk in view of Templeton and requests that the 35 U.S.C. 103(a) rejection of claims 104-107 be withdrawn.

Independent claim 116 has been amended to include the features of “means for presenting an authorization agreement to a customer, the authorization agreement authorizing the checks to be processed in accordance with an automated account clearing process”, and “means for customer authorizing the authorization agreement for the checks to be processed in accordance with the automated account clearing process.” Independent claim 117 has been amended to include the features of “means for presenting the authorization agreement to the customer, the authorization agreement authorizing the checks to be processed in accordance with an automated account clearing process”, and “means for customer authorizing the authorization agreement for the checks to be processed in accordance with the automated account clearing process.” For similar reasons as those discussed with respect to claims 3, 4, 7, 8, 15, 16, 21, 35-37, 41, 48, 49, 61-64, 120, 121, 125, and 127, Applicant respectfully submits that independent claims 116 and 117 distinguish over Funk in view of Templeton and requests that the 35 U.S.C. 103(a) rejection of independent claims 116-117 be withdrawn.

In view of the foregoing amendments and remarks, Applicants believe the pending application is in condition for allowance.

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